

REMARKS

Claims 1-12, 14-31 and 59-61 are pending in the application. Claims 32-58 are withdrawn. Claims 1 and 60 are independent claims. No new matter has been added by this amendment.

Applicant respectfully submits that the present application is in condition for allowance. Accordingly, reconsideration and allowance of the present application are respectfully requested.

Claim Rejections – 35 USC §103(a)

The Office Action states that claims 1-12 and 14-31 are rejected under 35 U.S.C. § 103(a) as being unpatentable over powerbuyerservice.com in further view of US Patent Application Publication No. 20010037205 (Joao).

Reconsideration and withdrawal of the rejections are respectfully requested.

Claim 1

Independent claim 1 recites a method for facilitating multiparty communication regarding leads, comprising: receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer; after receiving the initial information, identifying a second party that can provide the service** and to which to provide at least a portion of the initial information; providing at least a portion of said initial information to said second party; **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**; and wherein the updated information includes at least one of the following: a **postal address for the customer**; and a **telephone number for the customer**. (emphasis added).

Neither powerbuyerservice.com, nor Joao, nor any proper combination of powerbuyerservice.com, Joao and Official Notice in the Office Action teaches or suggests the method recited in claim 1.

The Web site provided at www.powerbuyerservice.com allows **a customer** to select one or more service providers that the customer is interested in learning about and then informs the relevant service providers of the customer's interest (Applicant's application, page 1, lines 20-23). (emphasis added).

However, as admitted in the Office Action, powerbuyerservice.com does not teach or suggest receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer**, as recited in claim 1. (emphasis added).

Nor does powerbuyerservice.com teach or suggest the combination of: receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source; and **after receiving the initial information, identifying a second party that can provide the service**, as recited in claim 1. (emphasis added). As stated above, the Web site provided at www.powerbuyerservice.com allows a customer to select one or more service providers. It does not appear to allow the customer to merely select a service. Consequently, even if the selection by the customer constitutes initial information, www.powerbuyerservice.com does not teach or suggest **identifying a second party after receiving the initial information**. Rather, the second party is identified by the initial information itself. Applicant respectfully points out that the Office Action appears to completely ignore the recitation "**after receiving the initial information**". (emphasis added).

Moreover, and as admitted in the Office Action, powerbuyerservice.com does not teach or suggest the combination of **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 1. (emphasis added).

Still further, and as is apparently admitted in the Office Action, powerbuyerservice.com does not teach or suggest that the updated information includes at least one of the following: a **postal address for the customer**; and a **telephone number for the customer**, as recited in claim 1. (emphasis added).

Joao discloses an apparatus and method for effectuating an affiliated marketing relationship (title).

However, as with powerbuyerservice.com, Joao does not teach or suggest the combination of receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer**; and **after receiving the initial information, identifying a second party that can provide the service** and to which to provide at least a portion of the initial information, as recited in claim 1. (emphasis added).

Moreover, as with powerbuyerservice.com, Joao does not teach or suggest the combination of **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 1. (emphasis added). Notably, Joao appears to teach that the merchant determines the compensation. Consequently, even if the merchant in Joao constitutes a second party, as appears to be asserted in the Office Action, Joao teaches away from a method that includes the combination of: **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 1. (emphasis added).

Still further, as with powerbuyerservice.com and as is admitted in the Office Action, Joao does not teach or suggest receiving updated information regarding said customer lead from said second party; wherein the updated information includes at least one of the following: a **postal address for the customer**; and a **telephone number for the customer**, as recited in claim 1. (emphasis added).

For at least the reasons above, neither powerbuyerservice.com, nor Joao, nor any proper combination of powerbuyerservice.com, Joao and Official Notice in the Office Action teach or suggest a method comprising: receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer; after receiving the initial information, identifying a second party that can provide the service** and to which to provide at least a portion of the initial information; providing at least a portion of said initial information to said second party; **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**; and wherein the updated information includes at least one of the following: a **postal address for the customer**; and a **telephone number for the customer**, as recited in claim 1. (emphasis added).

The Office Action states that the powerbuyerservice website does not exclude anyone from entering user information that might need service, and further states that the web site is therefore equipped to receive information from anyone who wants to enter the information.

The Office Action further states that Applicant discloses companies use telemarketers, call centers, marketing agents etc. to generate leads for the company, and that therefore, it would have been obvious to one of ordinary skill in the art to receive the customer information from a referral source, such as telemarketers, call centers or marketing agents and to provide compensation for the service (referral fee), as in Joao, for referring the customer to the service provider.

Applicant respectfully disagrees.

First, Applicant respectfully requests that the Examiner provide support for the assertion that that the powerbuyerservice website does not exclude anyone from entering user information that might need service, and that the web site is therefore equipped to receive information from anyone who wants to enter the information.

Second, Applicant has noted the cited portion of Applicant's application, which states that a company may use telemarketers, call centers, marketing agents etc. to generate leads for the

company. However, such statement does not teach or suggest that every single type of company uses telemarketers, call centers, marketing agents etc. to generate leads for the company.

Powerbuyerservice.com is itself a type of referral source.

The mere statement that a company may use telemarketers, call centers, marketing agents etc. to generate leads for the company does not does not teach or suggest modifying a referral source such as powerbuyerservice.com to use another referral source to generate the referrals.

For at least the reasons above, it would not have been obvious to modify powerbuyerservice.com to include receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer**, as recited in claim 1. (emphasis added).

Applicant also respectfully points out that the Office Action does not address how powerbuyerservice.com could possibly teach or suggest the combination of: receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source; and **after receiving the initial information, identifying a second party that can provide the service**, as recited in claim 1. (emphasis added). As stated above, the Web site provided at www.powerbuyerservice.com allows a customer to select one or more service providers. It does not appear to allow the customer to merely select a service. Consequently, even if the selection by the customer constitutes initial information, www.powerbuyerservice.com does not teach or suggest **identifying a second party after receiving the initial information**. Rather, the second party is identified by the initial information itself. Applicant respectfully points out that the Office Action appear to be completely ignore the recitation "**after receiving the initial information**". (emphasis added).

The Office Action further states that it would have been obvious to one of ordinary skill in the art to implement Joao's referral and commission tracking system so that the referral service provider of Powerbuyerservice can be paid for the service of referring customers, a[s] taught by Joao.

In that regard, Applicant respectfully points out that Joao does not teach or suggest the combination of **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 1. (emphasis added). Notably, Joao appears to teach that the merchant determines the compensation.

Consequently, even if the merchant in Joao constitutes a second party, as appears to be asserted in the Office Action, Joao appears to teach away from a method that includes the combination of: **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 1. (emphasis added). Rather, Joao appears to teach that the second party determines the compensation.

Thus, neither powerbuyerservice.com, nor Joao, nor any proper combination thereof teach or suggest a method that includes the combination of: **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 1. (emphasis added).

The Office Action admits that Joao does not teach the transaction information includes a postal address of the customer or a telephone number of the customer. However, the Office Action states that Official Notice is taken that it is old and well known to include customer address or telephone number in a user transaction record. The Office Action further states that it would have been obvious to one of ordinary skill in the art to include such information in the transaction history of Joao if **it is considered necessary to verify the transaction**. (emphasis added).

Applicant respectfully disagrees.

The Office Action appears to take the position that it would have been obvious to modify Joao such that the content provider receives a postal address or telephone number because **it is considered necessary** for the content provider in Joao to contact the customer via a postal

address or telephone number in order **to verify the transaction** with the merchant. (emphasis added).

Applicant respectfully points out that neither Joao nor the Official Notice taken by the Office Action teaches or suggests that the content provider in Joao makes any attempt whatsoever to contact the customer to verify a transaction with the merchant.

Thus, contrary to the assertion in the Office Action, neither Joao nor the Official Notice taken by the Office Action, nor any combination thereof teaches or suggests that the customer postal address or telephone number **is considered necessary to verify a transaction** (emphasis added).

Consequently, the motivation and modification proposed by the Office Action are improper.

For at least the reasons above, reconsideration and withdrawal of the rejections are respectfully requested.

Claim 60

Independent claim 60 recites a method for facilitating multiparty communication regarding leads, comprising: receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer; after receiving the initial information, identifying a second party that can provide the service** and to which to provide at least a portion of the initial information; providing at least a portion of said initial information to said second party; **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**. (emphasis added).

Neither powerbuyerservice.com, nor Joao, nor any proper combination of powerbuyerservice.com, Joao and Official Notice in the Office Action teaches or suggests the method recited in claim 60.

As stated above, and as admitted in the Office Action, powerbuyerservice.com does not teach or suggest receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer**.

Nor does powerbuyerservice.com teach or suggest the combination of: receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source; and **after receiving the initial information, identifying a second party that can provide the service**, as recited in claim 60. (emphasis added). As stated above, the Web site provided at www.powerbuyerservice.com allows a customer to select one or more service providers. It does not appear to allow the customer to merely select a service. Consequently, even if the selection by the customer constitutes initial information, www.powerbuyerservice.com does not teach or suggest **identifying a second party after receiving the initial information**. Rather, the second party is identified by the initial information itself. Applicant respectfully points out that the Office Action appears to completely ignore the recitation "**after receiving the initial information**". (emphasis added).

Moreover, and as admitted in the Office Action, powerbuyerservice.com does not teach or suggest the combination of **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 60. (emphasis added).

As with powerbuyerservice.com, Joao does not teach or suggest the combination of receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer**; and **after receiving the initial information, identifying a second party that can provide the service** and to which to provide at least a portion of the initial information, as recited in claim 60. (emphasis added).

Moreover, as with powerbuyerservice.com, Joao does not teach or suggest the combination of **receiving updated information regarding said customer lead from said**

second party; and determining compensation owed by said second party based, at least in part, on said updated information, as recited in claim 60. (emphasis added). Notably, Joao appears to teach that the merchant determines the compensation. Consequently, even if the merchant in Joao constitutes a second party, as appears to be asserted in the Office Action, Joao teaches away from a method that includes the combination of: **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 60. (emphasis added).

For at least the reasons above, neither powerbuyerservice.com, nor Joao, nor any proper combination of powerbuyerservice.com, Joao and Official Notice in the Office Action teach or suggest a method comprising: receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer; after receiving the initial information, identifying a second party that can provide the service** and to which to provide at least a portion of the initial information; providing at least a portion of said initial information to said second party; **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 60. (emphasis added).

The Office Action states that the powerbuyerservice website does not exclude anyone from entering user information that might need service, and further states that the web site is therefore equipped to receive information from anyone who wants to enter the information.

The Office Action further states that Applicant discloses companies use telemarketers, call centers, marketing agents etc. to generate leads for the company, and that therefore, it would have been obvious to one of ordinary skill in the art to receive the customer information from a referral source, such as telemarketers, call centers or marketing agents and to provide compensation for the service (referral fee), as in Joao, for referring the customer to the service provider.

Applicant respectfully disagrees.

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Second, Applicant has noted the cited portion of Applicant's application, which states that a company may use telemarketers, call centers, marketing agents etc. to generate leads for the company. However, such statement does not teach or suggest that every single type of company use telemarketers, call centers, marketing agents etc. to generate leads for the company.

Powerbuyerservice.com is itself a type of referral source.

The mere statement that a company may use telemarketers, call centers, marketing agents etc. to generate leads for the company does not does not teach or suggest modifying a referral source such as powerbuyerservice.com to use another referral source to generate the referrals.

For at least the reasons above, it would not have been obvious to modify powerbuyerservice.com to include receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source **other than said customer**, as recited in claim 60. (emphasis added).

Applicant also respectfully points out that the Office Action does not address how powerbuyerservice.com could possibly teach or suggest the combination of: receiving initial information regarding a customer lead from a first party, wherein the initial information identifies a service and the first party is a referral source; and **after receiving the initial information, identifying a second party that can provide the service**, as recited in claim 60. (emphasis added). As stated above, the Web site provided at www.powerbuyerservice.com allows a customer to select one or more service providers. It does not appear to allow the customer to merely select a service. Consequently, even if the selection by the customer constitutes initial information, www.powerbuyerservice.com does not teach or suggest **identifying a second party after receiving the initial information**. Rather, the second party is identified by the initial information itself. Applicant respectfully points out that the Office

Action appear to be completely ignore the recitation "**after receiving the initial information**". (emphasis added).

The Office Action further states that it would have been obvious to one of ordinary skill in the art to implement Joao's referral and commission tracking system so that the referral service provider of Powerbuyerservice can be paid for the service of referring customers, a[s] taught by Joao.

In that regard, Applicant respectfully points out that Joao does not teach or suggest the combination of **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 60. (emphasis added). Notably, Joao appears to teach that the merchant determines the compensation.

Consequently, even if the merchant in Joao constitutes a second party, as appears to be asserted in the Office Action, Joao appears to teach away from a method that includes the combination of: **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 60. (emphasis added). Rather, Joao appears to teach that the second party determines the compensation.

Thus, neither powerbuyerservice.com, nor Joao, nor any proper combination thereof teach or suggest a method that includes the combination of: **receiving updated information regarding said customer lead from said second party; and determining compensation owed by said second party based, at least in part, on said updated information**, as recited in claim 60. (emphasis added).

For at least the reasons above, reconsideration and withdrawal of the rejections are respectfully requested.

Dependent claims

Claims 2-12, 14-31 and 59 depend from independent claim 1 and therefore should be allowed for at least the reasons set forth above with respect to independent claim 1.

Claim 61 depends from independent claim 60 and therefore should be allowed for at least the reasons set forth above with respect to independent claim 60.

CONCLUSION

For at least the reasons set forth above, Applicant respectfully submits that the present application is in condition for allowance. Accordingly, reconsideration and allowance of the present application are respectfully requested.

Because the reasons set forth above are sufficient to overcome the rejections set forth in the outstanding Office Action, Applicant does not address some of the assertions set forth therein and/or other possible reasons for overcoming the rejections. Nonetheless, Applicant reserves the right to address such assertions and/or to present other possible reasons for overcoming the rejections in any future paper and/or proceeding.

If the Examiner believes that a telephone interview would expedite the prosecution of this application in any way, the Examiner is cordially requested to contact the undersigned via telephone at (203) 972-0006, ext. 1014.

Respectfully submitted,

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Date

/Mark Steinberg/
Mark Steinberg
Registration No. 40,829
Buckley, Maschoff & Talwalkar LLC
Attorneys for General Electric Company
50 Locust Avenue
New Canaan, CT 06840
(203) 972-0006, ext. 1014